

**LADWP/BID MOU  
FUND REQUEST FORM**

**Send Original Form to:**

Office of the City Clerk, Neighborhood & BIDs Division  
Attn: Jose Flores, City Hall, Room 224  
200 North Spring Street Los Angeles, CA 90012

Phone: (213) 978-1099

*For Office Use*

BID Working Group Approval:

*I hereby request LADWP MOU funds for the intent stated below:*

**Official BID Name:** Greater South Park Property Business Improvement District

**Office Street Address:** 1333 S Hope Street

**City, State, Zip:** Los Angeles, CA 90015

**Contact Name:** Jessica Lall

**Phone and Email:** (213) 663-1111 jessica@southpark.la

**Funding Requested**  
(up to \$5,000): \$10,000

**Funding Intent:**  
(Be sure to discuss marketing, communication, and maintenance efforts)  
The South Park BID is requesting \$10,000 to work on behalf of the Los Angeles BID Consortium, in order to 1) create a new State of the BIDs report and 2) compile BID economic data for DWP. This funding will go towards the collection and analysis of data, organization into a report, and graphic layout of the report. The economic data will allow them to measure how successful their outreach strategies are and best practices moving forward. The work will be done by a consultant hired through the South Park BID on behalf of the Los Angeles BID Consortium.

*Please note attached chart for acceptable intent.*

**SUBMISSION MUST INCLUDE THE FOLLOWING INFORMATION:** (Please attach a separate sheet if needed)

Number of Businesses within the BID boundaries: 220

Number of parcels in the BID: 1983

Estimated Number of Jobs Created in 2015: Construction:

Permanent:

Promotion of DWP Programs: (frequency and recipients) ex: 6 months/22 visitors per day, or quarterly/2,200

Website: 5 months/ av. 18 visitors per day

Newsletter: Placed in two monthly newsletters/2,500 recipients

Board/Committee Meetings: Presented/discussed at 2 public meetings, each with 20-30 present

Flyer Distribution: Passed out 250 fliers to local businesses, and had information available in lobby

Social Media: Posted 3 times on social media/ av. 450 followers

LADWP Programs and Services: if possible, please assist LADWP by providing the following information-

Number of Gallons of Water Saved:

Number of Kilowatt Hours Saved:

I certify under penalty of perjury under the laws of the State of California that the allocation of these funds are intended to serve for approved Business Improvement District Activities.

\*Signature:



Executive Director

Date:

1/20/15

Modified 12.16.14



### INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is made by and between South Park Stakeholders Group, a California non-profit corporation, hereinafter referred to as the "Client," and Devine Strategies, hereinafter referred to as the "Contractor."

The Client desires to retain the Contractor to render consulting services, and the Contractor desires to render consulting services to the Client. Therefore, the parties agree as follows:

1. Term. The Client hereby retains the Contractor to render consulting services on a month-to-month basis, beginning January 15, 2015, and the Contractor hereby accepts appointment as a consultant to the Client.
2. Billing and Payment. For each project, a scope of work, fee proposal and completion schedule shall be submitted and signed by both parties as an addendum to this agreement.
3. Time of Performance. The term of this agreement shall commence on January 15, 2015 and continue on a month-to-month basis until terminated in writing. For each project, a scope of work, fee proposal and completion schedule shall be submitted and signed by both parties as an addendum to this agreement. The Client will have the right to terminate the Contractor's services hereunder with ten (10) days written notice. Likewise, the Contractor will have the right to terminate the agreement with ten (10) days written notice. In the event of termination by either party, the Contractor shall cease work and shall submit a final invoice to the Client within 30 days of termination.
4. Service of Notices. All notices, demands, and communications permitted and required to be given by either party under this Agreement to the other shall be in writing through each party's authorized representative(s) as designated in the applicable authorization. Any such notice shall be deemed to have been properly served when personally delivered to a party, or by United States Postal Service with proof of delivery, or by express delivery, such as FedEx or UPS, with confirmation of delivery. Notices sent by email or fax shall be deemed delivered when acknowledged in a writing (including email or fax) by the recipient.

FOR: South Park Stakeholders Group  
Jessica Lall, Executive Director  
1333 S. Hope St.  
Los Angeles, CA 90015  
213-663-1112  
[jessica@southpark.la](mailto:jessica@southpark.la)

FOR: Devine Strategies  
Tara Devine, Principal  
645 W. Ninth St., #110-293  
Los Angeles, CA 90015  
310-430-5121  
[tara@devine-strategies.com](mailto:tara@devine-strategies.com)

5. Changes. Any change to the terms of this agreement shall be formalized in a written addendum to the agreement that shall be signed by both parties.

6. Independent Contractor Status. The parties agree that the Contractor is an independent contractor. Federal, State and local taxes shall be the responsibility of the Contractor as an independent contractor and not as an employee of Client. The Contractor is an independent contractor and not an employee of the Client. While providing services to the Client, the Contractor remains free to provide services for any other individual or entity, so long as said individual or entity is not directly competitive

with the Client on whose projects Contractor is working and so long as Contractor maintains the confidentiality of all Client information. Contractor shall maintain in confidence all materials and information provided to Contractor to the Client and shall not disclose the same to any person. Contractor agrees to return all materials and information provided to it by the Client at the end of the Consulting Period.

Contractor will be solely responsible for the payment of all taxes on monies paid Contractor and will hold the Client harmless from any failure on Contractor's part to do so. Contractor shall devote whatever time and attention is necessary (except during periods of scheduled vacations and/or illness) to reasonably ensure the adequate performance of Contractor's duties hereunder and shall perform services in a workmanlike and competent manner. Contractor shall provide her own tools, equipment, and instrumentalities in performing her services under this agreement. Within general guidelines provided by the Client, Contractor may utilize such means and equipment as Contractor may wish to accomplish the project requested by the Client. As an independent contractor, Contractor shall not be entitled to participate in any life, accident or health insurance, hospitalization, pension, profit-sharing, retirement or any other plan or benefit provided by the Client to its executives or its employees.

7. Work. Contractor hereby agrees that any product of Contractor's services ("Work Product") delivered to the Client is work for hire under the Copyright Revision Act of 1976. To the extent the Work Product may be deemed not to be work-for-hire, Contractor hereby transfers and assigns to the Client all right, title and interest in and to the Work Product. Without limiting the foregoing, the Client shall have the right to alter, modify or combine at the completion of the services all Work Product and all materials and/or information given to the Client by the Contractor. Contractor represents and warrants that the Work Product will be the Contractor's original work and does not invade the copyrights or other proprietary rights of any other party, that there are no contractual or other arrangement which could interfere with the performance of the Agreement, and that the Contractor has the full power and authority to grant the rights hereunder.

8. Indemnification and Liability. Notwithstanding any other provision of this Agreement, each party is solely responsible for its actions and those of its employees. Client shall indemnify defend and hold harmless Contractor, its affiliates, and its respective successors and assigns ["Contractor Indemnitees"] against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature [including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation] incurred by or imposed upon the Contractor Indemnitees or anyone of them in connection with any claims, suits, actions, demands or judgments arising out of Client's action, omission, or conduct arising out of this Agreement [including, but not limited to, actions in the form of tort, warranty, or strict liability]; and Contractor shall indemnify defend and hold harmless Client, its affiliates, and its respective successors and assigns ["Client Indemnitees"] against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature [including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation] incurred by or imposed upon the Client Indemnitees or anyone of them in connection with any claims, suits, actions, demands or judgments arising out of Contractor's action, omission, or conduct arising out of this Agreement [including, but not limited to, actions in the form of tort, warranty, or strict liability.]

In the event of litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, in addition to any other relief awarded by a court of competent jurisdiction.

9. Insurance Requirements. The Contractor shall carry sufficient professional and general liability insurance.

10. Discrimination Prohibited. The Contractor shall not discriminate against anyone because of race, color, religion, sex, age, national origin, sexual preference or physical condition.

11. Permits and Licenses. The Contractor shall hold valid permits, licenses, certificates and documents as are required by the State, County, City, or other governmental or regulatory body to legally engage in and perform the services to be provided under this Agreement.

12. Compliance with Statutes and Regulations. The Contractor shall obey all laws of the United States, the State of California and the ordinances and Charter provisions of the City of Los Angeles.

AGREED:

FOR: South Park Stakeholders Group

FOR: Devine Strategies

By:   
Robin Bieker, President

/ 11/20/15 Date

By:   
Tara Devine, Principal

/ 01/15/15 Date

FEIN 197-58-9653

City Business License: 002561883-0001-9

Mailing Address: 645 West Ninth Street

#110-293

Los Angeles, CA 90015